

ZB# 80-7

Sunmark Industries /
Rainer Lemmerz

40-2-12

80-7- Sunmark Industries/Lemmerz, Rainer

Public Hearing
Apr. 14, 1980 - 8 pm.

~~Do Discuss~~

GENERAL RECEIPT

4285

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

RECEIVED OF Naniel Bloom Apr. 15 19 80
Fifty and 00/100 \$ 50.00
FOR 3 B A - 80-7 DOLLARS
DISTRIBUTION:

FUND	CODE	AMOUNT
<u>50.00</u>		
<u>ck</u>		

BY Pauline B. Townsend
Town Clerk.

Williamson Law Book Co., Rochester, N. Y. 14609

Re: Lemmerz TITLE

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----x
In the Matter of the Application of
SUNMARK INDUSTRIES and RAINER LEMMERZ.
Application #80-7.

DECISION GRANTING
USE VARIANCE AND
SPECIAL PERMIT

-----x
WHEREAS, SUNMARK INDUSTRIES (SUN OIL COMPANY OF PA.),
1608 Walnut Street, Philadelphia, PA, and RAINER LEMMERZ of Box 155,
Salisbury Mills, NY 12577, have made application for a use variance and
special permit for usage of the existing premises on Route 94 (R-4) as
an independent automotive repair shop for the repair of automobile
engines and light-duty trucks; and

WHEREAS, a public hearing was held on the 14th day of
April, 1980 at the Town Hall, 555 Union Avenue, New Windsor, New York; and

WHEREAS, the applicants were represented by Daniel J. Bloom,
Esq. of Bloom & Bloom, P. O. Box 477, Vails Gate, N. Y. 12584; and

WHEREAS, the application was opposed by some of the area
residents in attendance; and

WHEREAS, the Zoning Board of Appeals of the Town of New
Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents
and businesses as prescribed by law and published in The Sentinel, also
as required by law.

2. The evidence shows that the property in question has
been utilized for a considerable period of time as a gasoline service
station for sale of Sun Oil Company products and automotive repairs.
This use was discontinued approximately eight months prior to this
application.

3. The evidence shows that the general character of the neighborhood will not be changed.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of law in this matter:

1. The granting of the variance will not affect the public health, safety, welfare, comfort or convenience of the public in general or affect the residents in the immediate neighborhood.

2. The plight of the applicants was due to unique conditions and circumstances and not to general conditions suffered by other persons within the zone.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor grant a use variance and special permit as requested in the application with the following restrictions:

1. That there will never be more than one (1) unregistered vehicle on the premises at any given time;

2. Shrubbery is to be provided on the northside which is comparable to what is already there;

3. No "For Sale" signs on any of the automobiles;

4. Hours of operation: 8 a.m. to 6 p.m., Monday through Friday; 8 a.m. to 1 p.m. on Saturday;

5. There will be not more than ten (10) vehicles stored overnight on the premises; and

6. No gasoline sales on the premises.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals

of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and the applicants.

Dated: ^{MAY} ~~APR~~ 12, 1980.

Vincent B. Bova
Chairman



cc: Daniel J. Bloom, Esq.

COUNTY OF ORANGE

Department of Planning

124 MAIN STREET (1887 Building)

GOSHEN, NEW YORK 10924

TEL. (914) 294-5151

Peter Garrison, Commissioner

Richard S. DeTurk, Deputy Commissioner

RECEIVED
ATTORNEY'S OFFICE/28A
TOWN OF NEW WINDSOR

April 15, 1980

**COPY FOR YOUR
INFORMATION**

APR 17 1980

BY: Dorinda deLis

Mr. Vincent Bivona, Chairman
Town of New Windsor Zoning Board
of Appeals
Town Hall
Union Avenue
New Windsor, New York 12550

Re: Variance - Lemmerz
Route 94
Our File No.: NWT-4-80M

Dear Mr. Bivona:

We have reviewed the above application in accordance with the provisions of Section 239, 1 and m, Article 12-B of the General Municipal Law of the State of New York.

We hereby return the matter for final local determination.

Very truly yours,

Peter Garrison
Commissioner of Planning

Reviewed by: Joel Shaw
Senior Planner

JS/jlm

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

80-7
(Number)

3/24/80.
(Date)

- I. Applicant information:
- | | |
|--|--|
| (a) Sun Oil Company of PA
1608 Walnut St.
Philadelphia, PA | Contract Vendee:
Rainer Lemmerz
Box 155
Salisbury Mills, NY 12577 |
|--|--|
- (b) (Name, address and phone of Applicant)
Rainer Lemmerz
- (c) Box 155, Salisbury Mills, NY 12577
(Name, address and phone of purchaser or lessee)
BLOOM AND BLOOM, ESQS.
- (d) Rte. 94, Box 477, Vails Gate, N.Y. 12584 (914) 561-6920
(Name, address and phone of attorney)
- (e) _____
(Name, address and phone of broker)

II. Application type:

- ☒ Use variance
- ☐ Area variance
- ☐ Sign variance
- ☒ Special permit
- ☒ Interpretation

III. Property information:

- (a) R-4 Rte. 94 (adjacent to Midway Market), 650' ± South of the intersection of Quassaick Ave. (Rte. 94 & Erie Ave.)
(Zone) (Address) New Windsor, NY, (M B L) (Lot size)
on the westerly side of Quassaick Ave.
- (b) What other zones lie within 500 ft.? R-1
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 11/29/66
- (e) Has property been subdivided previously? no When? _____
- (f) Has property been subject of variance or special permit previously? yes When? _____

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

80-7
(Number)

3/24/80.
(Date)

- I. Applicant information: Contract Vendee:
Sun Oil Company of PA Rainer Lemmerz
1608 Walnut St. Box 155
Philadelphia, PA Salisbury Mills, NY 12577
- (a) _____
(Name, address and phone of Applicant)
Rainer Lemmerz
- (b) Box 155, Salisbury Mills, NY 12577

(Name, address and phone of purchaser or lessee)
BLOOM AND BLOOM, ESQS.
- (c) Rte. 94, Box 477, Vails Gate, N.Y. 12584 (914) 561-6920

(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

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- ☒ Use variance
☐ Area variance
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III. Property information:

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(Zone) (Address) New Windsor, NY, (M B L) (Lot size)
on the westerly side of Quassaick Ave.
- (b) What other zones lie within 500 ft.? R-1
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 11/29/66
- (e) Has property been subdivided previously? no When? _____
- (f) Has property been subject of variance or special permit previously? yes When? premises have been utilized as a*
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? no. If so, when _____
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. premises are presently vacant, the existing special use having been discontinued approximately eight months prior to this application. It is contemplated that approximately 5-8 vehicles may be stored on the premises on an overnight basis as, if & when the requested variance is granted hereunder.

*gasoline service station under a special use permit, which use was discontinued approximately 8 months prior to this application.

☒ IV. Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-9, Table _____, Column B-4, to allow

the use of the existing premises (previously utilized as a (Describe proposed use) gasoline service station) as an independent automotive repair shop for the repair of the engines of automobiles and light-duty trucks.

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

As indicated above, the premises in question have been utilized for a considerable period of time as a gasoline service station for sale of Sun Oil Company Products. By reason of the gasoline crisis, the high cost of fuel, and the stringent allocation requirement with respect to the distribution of gasoline and gasoline products, the owner of the property has found it very difficult to sell the premises for use as a gasoline service station under the existing use permit. Additionally, the subject premises were the subject matter of a prior application for variance to the New Windsor Zoning Board of Appeals for use as an automobile body repair shop, which use was rejected by this Board.

☐ V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

the use of the existing premises (previously utilized as a
(Describe proposed use)
gasoline service station) as an independent automotive repair
shop for the repair of the engines of automobiles and light-
duty trucks.

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

As indicated above, the premises in question have been utilized for a considerable period of time as a gasoline service station for sale of Sun Oil Company Products. By reason of the gasoline crisis, the high cost of fuel, and the stringent allocation requirement with respect to the distribution of gasoline and gasoline products, the owner of the property has found it very difficult to sell the premises for use as a gasoline service station under the existing use permit. Additionally, the subject premises were the subject matter of a prior application for variance to the New Windsor Zoning Board of Appeals for use as an automobile body repair shop, which use was rejected by this Board.



V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.



VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

☐ VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

☒ VII. Special Permit:

- (a) Special permit requested under New Windsor Zoning Local Law, Section 48-9, Table _____, Column B-4.
- (b) Describe in detail the use and structures proposed for the special permit.

to allow the use of the existing premises (previously
utilized as a gasoline service station) as an independent
automotive repair shop for the repair of the engines of
automobiles and light-duty trucks.

☒ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Submitted simultaneously with this application at the public
hearing, will be drawings and sketches of proposed land-
scaping to be undertaken by contract vendee (Rainer Lemmerz)
in the event that this application is granted. The applicant,
if granted appropriate permission by this Board, will move
expeditiously to commence use of the premises as requested
above after making the necessary landscaping improvements.

☒ IX. Attachments required:

- X Copy of letter of referral from Building and Zoning Inspector.
- X Copy of contract of sale, lease or franchise agreement.
- ___ Copy of tax map showing adjacent properties
- ___ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ___ Copy(ies) of sign(s) with dimensions.
- X Check in amount of \$ 50.00 payable to Town of New Windsor.

Photos of existing premises which show all _____ and _____

- ... , SECTION ... , TABLE ... , COLUMN B-4 .
- (b) Describe in detail the use and structures proposed for the special permit.

to allow the use of the existing premises (previously utilized as a gasoline service station) as an independent automotive repair shop for the repair of the engines of automobiles and light-duty trucks.

☒ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Submitted simultaneously with this application at the public hearing, will be drawings and sketches of proposed landscaping to be undertaken by contract vendee (Rainer Lemmerz) in the event that this application is granted. The applicant, if granted appropriate permission by this Board, will move expeditiously to commence use of the premises as requested above after making the necessary landscaping improvements.

☒ IX. Attachments required:

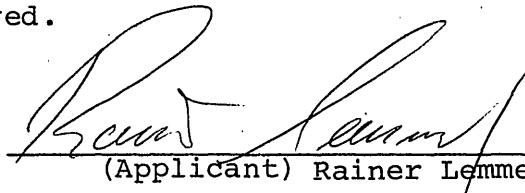
- X Copy of letter of referral from Building and Zoning Inspector.
- X Copy of contract of sale, lease or franchise agreement.
- _____ Copy of tax map showing adjacent properties
- _____ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- _____ Copy(ies) of sign(s) with dimensions.
- X Check in amount of \$ 50.00 payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
- All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- _____ Other

X. AFFIDAVIT

Date March 31, 1980

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.


(Applicant) Rainer Lemmerz

Sworn to before me this
31st day of March, 19 80.

DANIEL J. BLOOM
Notary Public, State of New York
Residing in Orange County
Commission Expires March 31, 1981

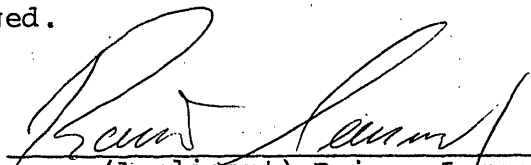
XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
Special Permit is _____
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.


(Applicant) Rainer Lemmerz

Sworn to before me this
31st day of March, 19 80.

DANIEL J. BLOOM
Notary Public, State of New York
Residing in Orange County
Commission Expires March 31, 1981

XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
Special Permit is _____
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL

File No.

Date MARCH 17, 1980

To RAINER LEMMERZ

PO BOX 155

SALISBURY MILLS NY 12577

PLEASE TAKE NOTICE that your application dated MARCH 14, 1980
for permit to OPERATE AN AUTOMOTIVE REPAIR SHOP
at the premises located at ROUTE 94 ADJACENT TO MID-WAY MARKET

is returned herewith and disapproved on the following grounds:

REQUIRES SPECIAL USE PERMIT FROM ZONING

BOARD OF APPEALS

Copy to ZBA

Howard R. Cuccia
Building Inspector

ARTICLE III 48-9

COLUMN B #4

R4 ZONE

518-436-4703

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made this 29th day of February, A.D. 19 80, between SUN OIL COMPANY OF PENNSYLVANIA, a corporation of the Commonwealth of Pennsylvania, with its principal office at 1608 Walnut Street, Philadelphia, Pennsylvania, party of the first part, hereinafter called Seller, and Rainer Lerner, Box 155, Salisbury Mills, New York 12577, party of the second part, hereinafter called Buyer,

WITNESSETH:

1. Seller agrees to sell ^{"AS IS"} and Buyer agrees to buy ^{"AS IS"} all that certain lot or piece of ground together with improvements, buildings and underground tanks thereon erected, situate in New Windsor

County of Orange and State of New York, bounded and described as follows:

Beginning at a point in the westerly line of Quaissaick Avenue (Route 94) at the north-easterly corner of lands now or formerly of Irving Kaplan, David Kaplan and Irving Schwartzman, the said point of beginning being a distance of 649.10 feet measured along the westerly line of Quaissaick Avenue on a course S 40° 33' E from the southerly line of Erie Avenue and runs thence along the said line of Quaissaick Avenue (1) N 40° 33' E 151.50 feet to a point at the southeasterly corner of lands now or formerly of Gus Detoro and John Detoro, thence along the southerly line of said Detoro lands the following four (4) courses and distances: (2) 1. N 48° 51' W, 55.12 feet to a point; 2. N 61° 12' W, 111.20 feet to a point; 3. N 76° 30' W, 25 feet to a point; 4. S 29° 30' W, 44.0 feet to a point in the easterly line of lands now or formerly of Thomas F. Kavanagh and James Z. Patsalos, thence (3) along said line S 52° 23' W 101.10 feet to a point in the northerly line of the aforementioned lands of Kaplan and Schwartzman, thence along said line

RIDER

Quaissaick Avenue, Newburg, New York

Subject to zoning ordinances, if any, in the Town of New Windsor, together with the ten (10) foot right-of-way, as described in Liber 1742 of Deeds on page 500. Also all the strip of land, twenty (20) foot in width, bounded and described as follows:

Beginning at the point in the westerly line of Quaissaick Avenue the said point being at the southeasterly corner of the lands were to have conveyed to said Peterson and Wells and running thence along the southerly line of said lands N 56° 22' W 200' to a point in range with the westerly line of the above described parcel; thence N 40° 33' E, 20' to a point in the southwesterly corner of the above parcel; thence along the southerly line of said parcel said 56° 22' E, 200' more or less at the westerly line of Quaissaick Avenue; thence along said line S 40° 33' W, 20' to the point or place of beginning.

Cash at settlement Certified Check \$ 67,500.00
Total \$ 75,000.00

2. Settlement shall be made on or before April 30, 1980, said time to be the essence of this Agreement. Tender of deed and purchase money are hereby waived.

Bargain and Sale

3. The premises shall be conveyed by ~~Quitclaim~~ Deed free and clear of all liens and encumbrances, excepting however, easements, restrictions and conditions of record, if any; or easements or restrictions visible upon the ground and any state of facts which an accurate survey would disclose, otherwise the title to the above described real estate shall be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates. In the event the Buyer desires to secure a survey or title search of the herein described premises, the costs for same shall be borne by Buyer.

4. Possession to be delivered at time of settlement.

WITNESSETH:

1. Seller agrees to sell ^{"AS IS"} and Buyer agrees to buy ^{"AS IS"} all that certain lot or piece of ground together with improvements, buildings and underground tanks thereon erected, situate in New Windsor

County of Orange and State of New York, bounded and described as follows:

Beginning at a point in the westerly line of Quaissaick Avenue (Route 94) at the north-easterly corner of lands now or formerly of Irving Kaplan, David Kaplan and Irving Schwartzman, the said point of beginning being a distance of 649.10 feet measured along the westerly line of Quaissaick Avenue on a course S 40° 33' E from the southerly line of Erie Avenue and runs thence along the said line of Quaissaick Avenue (1) N 40° 33' E 151.50 feet to a point at the southeasterly corner of lands now or formerly of Gus Detoro and John Detoro, thence along the southerly line of said Detoro lands the following four (4) courses and distances: (2) 1. N 48° 51' W, 55.12 feet to a point; 2. N 61° 12' W, 111.20 feet to a point; 3. N 76° 30' W, 25 feet to a point; 4. S 29° 30' W, 44.0 feet to a point in the easterly line of lands now or formerly of Thomas F. Kavanagh and James Z. Patsalos, thence (3) along said line S 52° 23' W 101.10 feet to a point in the northerly line of the aforementioned lands of Kaplan and Schwartzman, thence along the northerly line of the aforementioned lands of Kaplan and Schwartzman to the point of beginning.

RIDER

Quaissaick Avenue, Newburg, New York

Subject to zoning ordinances, if any, in the Town of New Windsor, together with the ten (10) foot right-of-way, as described in Liber 1742 of Deeds on page 500. Also all the strip of land, twenty (20) foot in width, bounded and described as follows:

Beginning at the point in the westerly line of Quaissaick Avenue the said point being at the southeasterly corner of the lands were to have conveyed to said Peterson and Wells and running thence along the southerly line of said lands N 56° 22' W 200' to a point in range with the westerly line of the above described parcel; thence N 40° 33' E, 20' to a point in the southwesterly corner of the above parcel; thence along the southerly line of said parcel said 56° 22' E, 200' more or less at the westerly line of Quaissaick Avenue; thence along said line S 40° 33' W, 20' to the point or place of beginning.

Cash at settlement Certified Check \$ 67,500.00
Total \$ 75,000.00

2. Settlement shall be made on or before April 30, 1980, said time to be the essence of this Agreement. Tender of deed and purchase money are hereby waived.

Bargain and Sale

3. The premises shall be conveyed by Quitclaim Deed free and clear of all liens and encumbrances, excepting however, easements, restrictions and conditions of record, if any; or easements or restrictions visible upon the ground and any state of facts which an accurate survey would disclose, otherwise the title to the above described real estate shall be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates. In the event the Buyer desires to secure a survey or title search of the herein described premises, the costs for same shall be borne by Buyer.

4. Possession to be delivered at time of settlement.

5. Taxes, Rents, Water Rents and Sewer Rental shall be apportioned pro rata as of date of settlement. It is understood that all Realty Transfer Taxes imposed by any governmental body shall be paid by Buyer Seller.

6. Any loss or damage to the property caused by fire, or loss commonly covered by the extended coverage endorsement of reputable insurance companies between the date of this agreement and the time of settlement shall not in any way void or impair any of the conditions and obligations hereof. It is the Buyer's responsibility, at his own cost and expense, to carry such insurance on said premises as he may deem desirable.

~~7. It is further understood and agreed that said premises shall be conveyed subject to the restriction that no building, sign, structure, or any obstruction shall be constructed upon or permitted to remain in that portion of the above described premises which lies within _____ feet from _____~~
~~This restriction shall run with the land.~~

8. Should the Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then and in that case all deposits and other sums paid by the Buyer on account of the purchase price, whether required by this Agreement or not, may be retained by Seller, either on account of the purchase price, or as liquidated damages for such breach, as the Seller may elect, and in the latter event the Seller shall be released from all liability or obligation and this Agreement shall become null and void.

9. It is understood Buyer has inspected the property and has agreed to purchase it as a result of such inspection.

10. This Agreement shall not be recorded in the Office for the Recording of Deeds or in any other place of public record.

11. This Agreement merges all prior negotiations and understandings between the parties and constitutes their entire contract which is binding upon the Buyer and the heirs, executors, administrators, successors and assigns of Buyer when executed by Buyer, and is binding upon Seller, its successors and assigns, only when executed by an official of Seller, regardless of any written or verbal representation of any agent, manager or other employee of Seller to the contrary.

12. The parties hereto do hereby intend to be legally bound.

13. See below.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed the day and year hereinafter written.

WITNESSES:

John P. Blum

Rand L. Lunsford

Executed By the Buyer this 29 day Feb 1978

SUN OIL COMPANY OF PENNSYLVANIA

By: _____

Executed By the Seller this _____ day _____ 197____

13. Included in this sale as Real Property is the following (all being sold "AS IS WHERE IS"):

- 3 - 6000 Gallon Underground Tanks
- 1 - 550 Gallon Underground Tank
- 1 - 1000 Gallon Underground Tank
- 2 - Lifts

Buyer shall be deemed to have inspected said property prior to taking possession, to assume full responsibility for compliance with all environmental, health and safety laws, regulations and standards applicable to equipment used to store and handle petroleum products and shall be deemed to indemnify and hold Seller harmless from all claims, demands, losses and actions of any kind relating to said property arising after Buyer takes possession.

22

9. It is understood Buyer has inspected the property and has agreed to purchase it as a result of such inspection.
10. This Agreement shall not be recorded in the Office for the Recording of Deeds or in any other place of public record.
11. This Agreement merges all prior negotiations and understandings between the parties and constitutes their entire contract which is binding upon the Buyer and the heirs, executors, administrators, successors and assigns of Buyer when executed by Buyer, and is binding upon Seller, its successors and assigns, only when executed by an official of Seller, regardless of any written or verbal representation of any agent, manager or other employee of Seller to the contrary.
12. The parties hereto do hereby intend to be legally bound.
13. See below.
IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed the day and year hereinafter written.

WITNESSES:

John P. Blum

Randy Leonard

Executed By the Buyer this 29 day Feb 1978

SUN OIL COMPANY OF PENNSYLVANIA

By: _____

Executed By the Seller this _____ day _____ 1978

13. Included in this sale as Real Property is the following (all being sold "AS IS WHERE IS"):

- 3 - 6000 Gallon Underground Tanks
- 1 - 550 Gallon Underground Tank
- 1 - 1000 Gallon Underground Tank
- 2 - Lifts

Buyer shall be deemed to have inspected said property prior to taking possession, to assume full responsibility for compliance with all environmental, health and safety laws, regulations and standards applicable to equipment used to store and handle petroleum products and shall be deemed to indemnify and hold Seller harmless from all claims, demands, losses and actions of any kind relating to said property arising after Buyer takes possession.

M

RIDER TO CONTRACT OF SALE BETWEEN RAINER LEMMERZ, as PURCHASER
and SUN OIL COMPANY OF PENNSYLVANIA, as SELLERS.

Anything to the contrary herein notwithstanding, it is further specifically understood and agreed by and between the parties hereto as follows:

RC
1. ~~Purchaser shall have 10 days after the issuance of a firm mortgage commitment to obtain at their sole expense a termite inspection of the premises, and if said inspection reveals termite infestation, purchasers promptly may, in writing, present evidence of same, and declare this agreement null and void whereupon the down payment shall be returned to them, unless sellers, at their sole expense, within 15 days of such notice remove all such infestation and repair all damage caused thereby whereupon this agreement shall continue in full force and effect.~~

2. The purchaser hereby reserves the right to have the subject premises surveyed by a licensed surveyor ^{Special Use Permit} at their sole expense within 10 days after the issuance of a ~~firm mortgage commitment~~ and in the event that said survey reveals any encroachments or that the amount of the property to be conveyed by the sellers herein is substantially less than as indicated in this contract, to consider this contract null and void and to secure a refund of all earnest monies paid hereunder.

3. The sellers shall convey and the purchaser shall accept such title as may be insured by a nationally recognized title insurance company licensed to do business in the State of New York, and marketable. All monies paid on account of this contract, and the reasonable expenses of examination of the title to the premises and of any survey and survey inspection charges are hereby made liens on the premises and collectible out of the premises. Such liens shall not continue after default in performance of the contract by the purchasers.

RC
4. ~~Sellers warrant and represent, said warranty not to survive the passing of the deed, that all heating, plumbing, electrical, water and septic systems are and will be in working order as of the date title closes, that all appliances will be in working order as of the date title closes, that the roof will be free of leaks and the basement shall be free of leaks, as of the date title closes.~~

5. The premises shall be delivered vacant and broom clean upon closing of title.

RC
6. Purchaser, upon reasonable prior notice to sellers, shall have the right to inspect the premises within 48 hours prior to closing of title.

8. This contract is subject to the purchaser obtaining a special use permit from the Zoning Board of Appeals of the Town of New Windsor to operate the premises as an automotive repair shop, within 90 days of the date of this contract.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

Bloom
TURNPIKE
CIRCLE
477
YORK 12584

4/14/80

Public Hearing - Lemmerz/Sunmark 8 p.m.

Name:

Address:

✓ John Krasatich

34 Burlington Dr.

✓ Jeanne Sakasich

- 259- Massachusetts Ave.

✓ Mildred Durac

8 Jay St.

✓ Salvatore Rubino

16 Jay St.

✓ Paul Lemmerz

130x155 Salisbury - 17/15

80-7

Prelim. meeting - 3/24/80 -
② 7:30pm.

Bloom & Bloom
ATTORNEYS AND COUNSELORS AT LAW

DANIEL J. BLOOM
PETER E. BLOOM

530 BLOOMING GROVE TURNPIKE
(AT THE PROFESSIONAL CIRCLE)
P. O. BOX 477
VAILS GATE, NEW YORK 12584
TELEPHONE (914) 561-6920

Public Hearing
4/14/80 - 8p.m.

March 14, 1980

RECEIVED
ATTORNEY'S OFFICE / 28A
TOWN OF NEW WINDSOR

MAR 14 1980

BY: Patricia Delio

Mr. Howard Collett
Building Inspector of the
Town of New Windsor
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12550

RE: Rainer Lemmerz from Sunmark Industries
Premises Located at: Westerly side of Quassaick Ave.
Route 94, New Windsor, adjacent to Mid-Way Market
(formerly Sunoco Station)
Our File No. R-1372

Dear Howard:

Our above-referenced client, Mr. Rainer Lemmerz of Box 155, Salisbury Mills, New York, has contracted to purchase the above-referenced premises from the existing owner, Sun Oil Company of Pennsylvania, by written agreement dated February 29, 1980.

The aforementioned contract is conditioned upon the purchaser's securing written permission from the Town of New Windsor to utilize the premises as an automotive repair shop.

Based upon my earlier telephone conversation with you, it is my understanding that the requested use is not authorized by the zoning ordinance of the Town of New Windsor without special "Use Permit" being obtained by the Zoning Board of Appeals upon denial of the application by your office.

Accordingly, I would greatly appreciate your formally referring this matter for consideration to the New Windsor Zoning Board of Appeals at the earliest possible date. In this regard, it is my understanding that the next regularly scheduled meeting of the Board will take place on March 24, 1980, and I will, therefore, greatly appreciate your taking action in this regard in time for an appearance before the Board on said date.

Bloom & Bloom

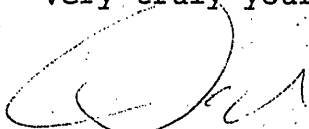
Howard Collett

-2-

March 14, 1980

Thank you in advance for your anticipated cooperation.

Very truly yours,



DANIEL J. BLOOM
DJB/mk

cc: Mr. Rainer Lemmerz
P.O. Box 155
Salisbury Mills, New York 12577

Sunmark Industry
P.O. Box 271
Rensselaer, New York 12144
Attn: John P. Blain
Area Real Estate Manager

NEW WINDSOR ZONING BOARD OF APPEALS

February 22, 1966

Mr. T. Williamson, Zoning Inspector
24 Spring Rock Rd.
Newburgh, New York

Dear Mr. Williamson:


At a public hearing held by the Zoning Board of Appeals on February 21, 1966, a variance was granted to the Sun Oil Company and the Marcantonios to erect a gas station on the Marcantonio property on Route 32.

Very truly yours,

Eugene Sloan

Eugene Sloan,
Chairman




cc: R. Holt,
Town Board.

*Permit #5 Issued March 4th 1966
To Sun Oil Co.*

No. 5

March 4th, 1946

BUILDING PERMIT

FEE: 15 00

A permit is hereby given by the Zoning Officer of the Town of New Windsor, Orange County, N. Y., for building as described:

Owner's Name SUN OIL CO

Address PO # 550 NEWBURGH, N.Y.

Architect's Name CHAS. BEECHER

Address 436 DOREMUS AVE NEWARK N.J.

Builder's Name NOT DETERMINED

Address —

Location of Building RT 32 + NORTH RD

Material MASONRY Number of Stories 1 Number of Families —

Dimensions of Building 61 x 61 x 29 Dimensions of Lot 136 x 146

Use of Building GAS STATION

Number of Toilets 2 Number of Baths —

Heating Plant FORCED WARM AIR OIL FIRED

I am familiar with the Zoning Ordinance of the Town of New Windsor.

Remarks: GRANTED VARIANCE 2/21/46

Signature of Applicant Don Carl Co. per R. L. Hunt (Land Agent Rep)

Approximate Cost \$ 10,000

Troy B. Williamson
Zoning Officer

A permit under which no work is commenced within 6 months after issuance shall expire by limitation and a new permit shall be secured before work is started.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined 3/4 1966
Approved 3/4 1966
Disapproved a/c 3/14/66 TBL
Permit No. 5

Office of Building Inspector
TAGGART WILLIAMSON, Building Inspector
Town Hall, 244 Union Avenue
Newburgh, N. Y.

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date MARCH 4, 1966

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances and regulations.

Sam Ail Co

(Signature of Applicant)

Per. N. L. Huet

P.O. Box 550, Newburgh, N.Y.

(Address of Applicant)

State whether applicant is owner, lessee, agent, architect, engineer or builder:

owner
Name of owner of premises: Sun Air Co

If applicant is a corporation, signature of duly authorized officer:

R. L. Whit (Land Agent Reg.)
(Name and title of corporate officer)

1. Location of land on which proposed work will be done Rt 32 + North Rd.
Catskill, N.Y.
2. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
 - a Existing use and occupancy Dwelling
 - b. Intended use and occupancy Service Station
3. Nature of work (check which applicable): New Building ☒ Addition Alteration
Repair Removal Demolition ☒
4. Estimated cost* Fee
(to be paid on filing this application)
5. If dwelling, number of dwelling units Number of dwelling units on each floor
If garage, number of cars
6. If business, commercial or mixed occupancy, specify nature and extent of each type of use
Commercial
7. Dimensions of existing structures, if any: Front Rear
Depth Height Number of Stories
8. Dimensions of same structure with alterations or additions: Front 61-2 1/2' Rear 61-2 1/2'
Depth 79-4' Height 14' Number of Stories 1
9. Dimensions of entire new construction: Front Rear Depth
Height Number of Stories

10. Size of lot: Front 136.82 Rear Depth 146.66 Front Yard
Rear Yard Side Yard Is this a corner lot?
11. Zone or use district in which premises are situated C-1
.....
12. Does proposed construction violate any zoning law, ordinance or regulation? No
.....
13. Name of Compensation Insurance Carrier To be carried by contractor
Number of Policy Date of Expiration
14. Name of Owner of Premises Sun Oil Co.
Address P.O. Box 550 Newburgh, N.Y. Phone No. JO-1-3040
Name of Architect Chas. Beecher - Sun Oil Co
Address 431 Doremus Ave. Newburgh, N.Y. Phone No.
Name of Contractor
Address Phone No.
15. Will electrical work be inspected by, and a Certificate of Approval obtained from, the New York Board of Fire Underwriters or other agency or organization?
If so, specify by
.....
16. IMPORTANT: Do not pour footings until the location of building on lot, and soil has been inspected.
17. Before a Certificate of Occupancy can be issued, a certified survey must be filed. (May be waived.)
18. Walls not to be lathed until Department inspection is made.
19. Defer backfilling until waterproofing of foundation is approved by Department.

* —
Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

SHOW PLOT PLAN ON NEXT PAGE

(914) 565-8550

April 15, 1980

Daniel J. Bloom, Esq.
Bloom & Bloom
P. O. Box 477
Vails Gate, N. Y. 12584

RE: SUNMARK INDUSTRIES/LEMMERZ
Application #80-7

Dear Dan:

This is to confirm that the above application for a use variance and special permit was granted at the April 14, 1980 meeting of the Zoning Board of Appeals.

Formal decision containing the six (6) restrictions will be drafted at a later date and acted upon by the Board. I will send you a conformed copy at that time.

Very truly yours,

PATRICIA DELIO, Secretary
NEW WINDSOR ZONING BOARD OF APPEALS

/pd

cc: Planning Board
Town Building/Zoning Inspector

CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO, 848468

Bloom & Bloom
ATTORNEYS AND COUNSELORS AT LAW

DANIEL J. BLOOM
PETER E. BLOOM

March 31, 1980

530 BLOOMING GROVE TURNPIKE
(AT THE PROFESSIONAL CIRCLE)
P. O. BOX 477
VAILS GATE, NEW YORK 12584
TELEPHONE (914) 561-6920

Orange County Planning Department
124 Main Street
Goshen, New York 10924

RE: Rainer Lemmerz from Sunmark Industries
Our File No. R-1372

Gentlemen:

Enclosed herewith please find Application for Variance in connection with the above-referenced matter.

Thank you.

Very truly yours,

sl

DANIEL J. BLOOM

DJB/cal
Enc.

cc: Mr. Rainer Lemmerz
Box 155
Salisbury Mills, New York 12577

New Windsor Zoning Board of Appeals ✓
555 Union Avenue
New Windsor, New York 12550

Pat:

*enclosed please find application
& \$50 check, draw
[signature] COPY ✓*

X. AFFIDAVIT

Date

4/1/80

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Sumner Industries
P. Bloom *Area Real Estate Mgr.*
(Applicant)

Sworn to before me this

9th day of *April*, 19*80*.
Peter E. Bloom

PETER E. BLOOM
Notary Public, State of New York
Residing in Orange County
Comm. Expires March 30, 19*80*

XI. ZBA Action:

(a) Public Hearing date _____

(b) Variance is _____

Special Permit is _____

(c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Sumner Indenture
JP. Blain *Asso. Real Estate Mgr.*
(Applicant)

Sworn to before me this

9th day of *April*, 19*80*.
Peter E. Bloom

PETER E. BLOOM
Notary Public, State of New York
Residing in Orange County
Comm. Expires March 30, 19*80*

XI. ZBA Action:

(a) Public Hearing date _____

(b) Variance is _____

Special Permit is _____

(c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK)

: ss.:

COUNTY OF ORANGE)

Carol Lynn being sworn, says: I am not a party to the action, am over 18 years of age, and reside at Newburgh, New York. On March 31, 1980, I served a true copy of the annexed Application for Variance in the following manner: By mailing the same in a sealed envelope, with postage prepaid thereon by Certified Mail, Return Receipt Requested, in a post-office depository of the U.S. Postal Service within the State of New York, addressed to the last-known address of the addressee(s) as indicated below:

Orange County Planning Department
124 Main Street
Goshen, New York 10924

Carol A. Lynn
Carol Lynn

Sworn to before me this

31st day of March, , 1980.

Mary T. Kraus

MARY T. KRAUS
Notary Public, State of New York
Residing in Dutchess County
Comm. Expires March 30, 1981

PUBLIC NOTICE OF HEARING BEFORE

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE, that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-33A of the Zoning Ordinance on the following proposition:

Appeal No. 7

Request of Sun Oil Company of Pennsylvania and Rainer Lemmerz for a VARIANCE and/or SPECIAL USE PERMIT and/or interpretation of the regulations of the Zoning Ordinance, to permit:

Rainer Lemmerz to operate an independent automotive repair shop at premises located at Route 94, New Windsor, New York, adjacent to the "Mid-Way Market" being a VARIANCE and/or SPECIAL USE PERMIT and/or interpretation of Section 48-9 (Article III) Column B#4 (R-4 Zone) for property situated as follows:
40-2-12 Westerly side of Quassaick Avenue (Route 94), adjacent to "Mid-Way Market", 650' + South of the intersection of Quassaick Avenue (Route 94) and Erie Avenue, New Windsor, New York.

SAID HEARING will take place on the 14th day of April, 1980, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York, beginning at 8 o'clock p.m.

S/ Vincent Bivona
Chairman

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK)

: ss.:

COUNTY OF ORANGE)

Mary Kraus being sworn, says: I am not a party to the action, am over 18 years of age, and reside at Stormville, New York. On March 28, 1980, I served a true copy of the annexed Notice of Hearing in the following manner: By mailing the same in a sealed envelope, with postage prepaid thereon by Certified Mail, Return Receipt Requested, in a post-office depository of the U.S. Postal Service within the State of New York, addressed to the last-known address of the addressee(s) as indicated below:

Warmers Frederic J.
PO Box 148
Newburgh, N.Y. 12550

✓ Charles Arthur J & Grace
123 Erie Ave.
New Windsor, N.Y.

✓ Crawford William V & Mildred A.
117 Erie Ave.
New Windsor, N.Y.

✓ Schoonmaker DuBois E. & Jean S.
115 Erie Ave.
New Windsor, N.Y.

Semler Charles & Irene
111 Erie Ave.
New Windsor, N.Y.

Minuta Robert
c/o Johnson Alice
Shorter John
14 Erie Ave.
New Windsor, N.Y.

✓ Gustafson Kenneth L & Helen S.
101 Erie Ave.
New Windsor, N.Y.

✓ Barra John T. & Violet E.
250 Quassaick Ave.
New Windsor, N.Y.

Blumenfeld Berek
Rosen David
1716 54th. Street
Brooklyn, N.Y. 11201

✓ Doll, George & Loretta
c/o Gilbert Doll
380 River Drive, Apt. 1K
Passaic, N.J. 07055

✓ Mailler Donna S.
249 Quassaick Ave.
New Windsor, N.Y.

✓ Buchanon Anna & Robert
247 Quassaick Ave.
New Windsor, N.Y.

Williams Innis Jr. & Marie L.
245 Quassaick Ave.
New Windsor, N.Y.

Warmers Construction Corp.
PO Box 148
Newburgh, N.Y.

✓ De Toro Gus J & Della & Thorpe
✓ Adelbert G & Grace S.
260 Quassaick Ave.
New Windsor, N.Y.

✓ Di Giugno Andrew & Anna
258 Quassaick Ave.
New Windsor, N.Y.

Midway Deli Inc.
21 Olympus Road
Highland Mills, N.Y. 10930

Panello Emilio
410 Blooming Grove Tpk.
New Windsor, N.Y.

✓ Adelbert G. & Grace S.

Mary Kraus being sworn, says: I am not a party to the action, am over 18 years of age, and reside at Stormville, New York. On March 28, 1980, I served a true copy of the annexed Notice of Hearing in the following manner: By mailing the same in a sealed envelope, with postage prepaid thereon by Certified Mail, Return Receipt Requested, in a post-office depository of the U.S. Postal Service within the State of New York, addressed to the last-known address of the addressee(s) as indicated below:

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250 Quassaick Ave.
New Windsor, N.Y.

Blumenfeld Berek
Rosen David
1716 54th. Street
Brooklyn, N.Y. 11201

✓ Rabon Winston L & Margaret B.
43 Cross Street
New Windsor, N.Y.

Miller, Thomas O.
Long Hill Road
Highland Mills, N.Y. 10930

✓ Doll, George & Loretta
c/o Gilbert Doll
380 River Drive, Apt. 1K
Passaic, N.J. 07055

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Midway Deli Inc.
21 Olympus Road
Highland Mills, N.Y. 10930

Panello Emilio
410 Blooming Grove Tpk.
New Windsor, N.Y.

✓ Fiedelholtz Jerald & Rachel
10 Stonecrest Drive
New Windsor, N.Y.

Kryzaniwsky George P.
277 Quassaick Ave.
New Windsor, N.Y.

✓ Polioti Angelo & Naomi
276 Quassaick Ave.
New Windsor, N.Y.

✓ Pacione Anthony & Sylvia
278 Quassaick Ave.
New Windsor, N.Y.

✓ Duval Arcade J.
8 Jay Street
New Windsor, N.Y.

✓ Rubino Salvatore J & Marie A.
10 Jay Street
New Windsor, N.Y.

✓ Suchoff Joshua & Phyllis
14 Jay Street
New Windsor, N.Y.

✓ Cervoni Gilda M & Louis J.
39 Cross Street
New Windsor, N.Y.

✓ Peri William & Anna
37 Cross Street
New Windsor, N.Y.

✓ Scalzo Angelo & Mary
35 Cross Street
New Windsor, N.Y.

✓ Davis Clifford & Marie
33 Cross Street
New Windsor, N.Y.

McMahon Thomas J & Joan L.
31 Cross Street
New Windsor, N.Y.

✓ Alessi Angelo & Anna M.
29 Cross Street
New Windsor, N.Y.

Coppola Edgar P & Rose M.
27 Cross Street
New Windsor, N.Y.

Grant Martin
Rock Acres
Cornwall, N.Y. 12518

✓ D'Angelo Benedetto & Angela
273 Quassaick Ave.
New Windsor, N.Y.

Moulton Thelma D.
265 Quassaick Ave.
New Windsor, N.Y.

Pennisi Richard J & Ruth F.
265 Quassaick Ave.
New Windsor, N.Y.

Keller Mary A.
182 Liberty Street
Newburgh, N.Y. 12550

✓ Grzibowski John S & Buser Mary
261 Quassaick Ave.
New Windsor, N.Y.

✓ Fabiszak Walter J & Jeanne L.
259 Quassaick Ave.
New Windsor, N.Y.

Mary Kraus
Mary Kraus

Sworn to before me this 31st
day of March, 1980.

Carol A. Lynn

CAROL A. LYNN
Notary Public, State of New York
Residing in Orange County
Commission Expires March 30, 1980

... Ave.
New Windsor, N.Y.

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8 Jay Street
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Mary Kraus
Mary Kraus

Sworn to before me this 31st
day of March, 1980.

Carol A. Lynn

CAROL A. LYNN
Notary Public, State of New York
Residing in Orange County
Commission Expires March 30, 1980

PUBLIC NOTICE OF HEARING BEFORE

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New York will hold a Public Hearing
pursuant to Section 48-33A of the Zoning Ordinance on the
following proposition:

Appeal No. 7

Request of Sun Oil Company of Pennsylvania and Rainer Lemmerz

for a VARIANCE and/or SPECIAL USE PERMIT ~~of~~ and/or interpretation
of the regulations of the Zoning Ordinance, to permit

Rainer Lemmerz to operate an independent automotive repair
shop at premises located at Route 94, New Windsor, New York,
adjacent to the "Mid-Way Market"
being a VARIANCE and/or ~~SPECIAL USE PERMIT~~ ^{OR} and/or interpretation of

Section 48-9 (Article III) Column B#4 (R-4 Zone)

for property situated as follows: 40-2-12

Westerly side of Quassaick Avenue (Route 94), adjacent to
"Mid-Way Market", 650' ± South of the intersection of

Quassaick Avenue (Route 94) and Erie Avenue, New Windsor,
New York.

SAID HEARING will take place on the 14th day of April, 1980,

at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y.

beginning at 8 o'clock P. M.

Chairman